



*Tender Document For Chartering Of Helicopters -  
XXXVIII Indian Scientific Expedition to Antarctica*

**NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH**

(Ministry of Earth Sciences, Govt. of India)

Headland Sada, Vasco-da-Gama, Goa – 403 804. INDIA

Phone: +91-832 – 2525520/2525530; Fax: +91-832-2520877

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**NOTICE INVITING TENDER**

**CHARTERING OF 01 NO. (ONE) HELICOPTER FOR AVIATION SUPPORT  
DURING THE INDIAN SCIENTIFIC EXPEDITION TO ANTARCTICA.**

**NCAOR/14(104)/18**

Director, National Centre for Antarctic & Ocean Research (NCAOR), an Autonomous Institute under the Ministry of Earth Sciences, Government of India invites sealed tenders under “Two Bid System” (Cover-I – Technical Bid and Cover-II – Financial Bid) for chartering of 01 No. (One) KOMOV 32 or equivalent helicopter along with well experienced crew from the reputed firms/authorized dealers with sound Technical and Financial capabilities to provide Aviation support to the XXXVIII Indian Antarctic Expedition team at Antarctica during the forthcoming Antarctic Summer Season, 2018-19 and up to two in subsequent seasons 2019-20 and 2020-21 depending upon the requirement and performance.

Tender document can be downloaded from NCAOR website ([www.ncaor.gov.in](http://www.ncaor.gov.in))

Last Date/Time for Submission: Tuesday, 17 July 2018/ 10:00 Hrs IST

**Scientist In-charge (Antarctic Logistics)**  
National Centre for Antarctic & Ocean Research



*Tender Document For Chartering Of Helicopters -  
XXXVIII Indian Scientific Expedition to Antarctica*

Tel: 0091-832-2525520  
Fax: 0091-832-2520877

Tender No. NCAOR/14(104)/18

Dated: 28 May 2018

To

M/s. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Sub: Invitation of Bid.**

Sir,

Sealed tenders are invited under “*Two Bid System*” for chartering of one Helicopter in the prescribed bid form enclosed herewith. The details of the tender are given below:-

1.	Tender No.	:	NCAOR/14(104)/18	
2.	Description	:	Chartering of 01 No. (One) Helicopter for Aviation support during the Indian Scientific Expedition to Antarctica.	
3.	Contract Period	:	Tentatively between December 2018 to April 2019. Exact period shall be intimated on finalization of tender.	
4.	Last date and time for submitting tender	:	Tuesday, <b>17-July-2018</b> /1000 Hr (IST).	
5.	Opening date and time of tender	:	a) Un-priced Technical Bid b) Price bid opening (for Technically qualified Bidders)	Tuesday, <b>17-July-2018</b> /1100 Hr (IST) Within two week from the date of opening of Technical Bids. Shall be informed later.
<b>6.</b>	<b>Bid Bond</b>	:	INR 16.00 Lakh OR US\$ 24,000.00	
7.	Bid validity	:	90 days from the date of opening of Un-priced Technical Bid.	



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8.	Bid Bond validity	:	90 days from the date of opening of Un-priced Technical bid.
9.	Delivery cum Performance Bank Guarantee	:	a. Amount: 5 % of contract value of one expedition (For season 2018-19 the contract value to be taken as Mob-DeMob Charges + Day rate x 100 days + Hourly charges x 60 flying hours +any other charges)  b. Validity-30 days beyond the contract period
10.	Correspondence Address	:	<b>Scientist In-Charge (Antarctic Logistics) National Centre for Antarctic &amp; Ocean Research (NCAOR) (Ministry of Earth Sciences, Govt. of India) Headland Sada, Vasco-da-Gama, Goa – 403 804. (India)</b>

The tender will be governed as per the enclosed instruction to Bidders.

Bidder is advised to submit the bid complete in all respects as per requirement of tender document clearly specifying their categorical acceptance to all the clauses of bid evaluation criteria, terms & conditions of model contract and compliance to the technical specification, mandatory requirement, etc. for the helicopters offered by them.

Yours truly,

**Scientist In-Charge (Antarctic Logistics)  
NCAOR**



**LIST OF ANNEXURES**

- I. Specifications of the Helicopters/Operational requirements
- II. Instructions to Bidder
- III. Tender Acceptance form
- IV. Compliance Statement
- V. Specification of Helicopters
- VI. Proforma for Bid Bond Bank Guarantee
- VII. Proforma for Delivery cum Performance Bank Guarantee
- VIII. Price Evaluation
- IX. Price Format
- X. Integrity Pact
- XI. Copy of NIT



**ANNEXURE-I**

**INDIAN ANTARCTIC EXPEDITION**

**SPECIFICATIONS OF THE HELICOPTERS/OPERATIONAL REQUIREMENTS**

The Indian Scientific Expeditions to Antarctica are being launched every year and the forthcoming XXXVIII Expedition is scheduled in the month of **October/November 2018**. The Helicopter support is required for all the logistic operations during the period to comply with the tasks assigned to the team. The support will have to be in the form of providing one suitable Helicopter for Season 2018-19 and up to two in subsequent seasons 2019-20 and 2020-2021 depending upon the requirement at same rate, terms & conditions along with well experienced Crew for flying and maintenance and also to have all the accessories/ spares for the satisfactory performance of the Helicopter.

**1) CHARTER PERIOD:**

The charter period of the Helicopters will be for a period of 100 plus or minus 30 days. The mobilization and de-mobilization of the Helicopters depending on the suitability could be to and from

- Cape Town, South Africa.
- Port Luis, Mauritius
- Goa, India

***For the season 2018-19, the port of Mobilization & De-Mobilization is likely to be Cape Town, South Africa. However, the Bidders should also quote the Mob/De-Mob charges for Port Luis, Mauritius and Goa, India in the price bid.***

The exact period of charter will be confirmed in due course of time, which shall be tentatively between December 2018 to April 2019 and the expected total flying hours for the Helicopter will be about 60 plus hours. The payment will be limited to actual flying hours with a minimum guarantee of 60 flying hours.

The Charterers will have the discretion to enter into a contract for one season being 2018-19 (for XXXVIII ISEA) or for **two more** successive seasons being 2019-20 and 2020-21 against this tender on the same rates, terms and conditions on satisfactory performance as evaluated by NCAOR. In the event of the agreement being extended with mutual



consent for second and / or third successive seasons being 2019-20 and / or 2020-21 respectively the Bidder should extend the validity of Security/Delivery cum Performance Bank Guarantee for the next season or submit a fresh before the expiry of the earlier submitted Performance Bank Guarantee.

**2) DELIVERY/RE-DELIVERY :**

- Delivery of the Helicopter in Airworthy condition shall be as per the laycan period of the Expedition vessel at Cape Town, South Africa, i.e., between **15<sup>th</sup> to 20<sup>th</sup> January 2019**, which shall be intimated by the Charterers at least 30 days in advance.

**3) TYPE OF HELICOPTERS:**

One Helicopter for season 2018-19 and **up to two more** subsequent seasons being 2019-20 and 2020-21 with minimum specifications and performance given as under:

One number of KAMOV 32 or equivalent in respect of range, endurance, seating capacity (3+10), speed, fuel consumption, take-off weight, payload, underslung load carrying capacity (min 5000 kg) etc. and certified for civil aviation usages.

**4) RANGE:**

The Helicopters should have minimum range of 500 km in case of Kamov or Equivalent machine. Range of 500 km means that the helicopter with load (Passengers and/ or cargo) should be able to fly at least 500km on its integral fuel tank without using any auxiliary tank or refueling midway.

**5) SAFETY EQUIPMENT:**

Helicopter should be equipped with all the necessary gadgets for safe flying operations in Antarctica, such as navigational and communication equipment, life saving appliances, underslung lifting equipment, nets, hooks and Emergency Flotation Gear (EFG) etc as per the list at Annexure IV, item 10.

**6) TYPE OF OPERATIONS:**



The Helicopter will be used for transporting the Expedition team members, scientific equipment and the stores meant for Expedition activities from the Expedition vessel in Antarctic waters to shore station in East Antarctica. The Helicopter will also be used for setting up / winding of the field camps inside the Continent within the flying range from ship or by creating mid-way fuel dump within the continent for field operations, if necessary.

For field operations, the helicopter should be suitably equipped and the crew capable of flying in demanding Antarctic conditions, meaning thereby, over the sea as well as land and also to make landings and takeoff over moving/ stationary vessel and also in the rugged mountainous terrain, soft snow and hard blue ice ranging from sea level up to 3000 meters in elevation.

- 6.1 Helicopter should be able to carry underslung loads from ship to station, station to field camps and vice-versa.
- 6.2 While operating the helicopter in Antarctic waters, the helideck on board the Expedition vessel will be used for parking the helicopter and/or at the shore station in East Antarctica if necessary. Proper Helipads with anchoring points will be made available at the shore station with due precautions for safety of man and machine.
- 6.3 The Helicopters will have to operate from the Helideck of 16 x 16 m on-board the Expedition vessel and as well as from the helipads available at Indian Research station in East Antarctica.
- 6.4 Helicopter is also required to Camp in the Mountains, if such an operational necessity arises to comply with the scientific tasks, which will be decided by the Expedition Team Leader.
- 6.5 Helicopter shall use Aviation Turbine Fuel (Jet A1) available in Epicoated Barrels/Bulk tanks onboard vessel/ station site in East Antarctica.
- 6.6 Any other additives required along with fuel should be catered by the Owners.
- 6.7 The helicopter must be capable and the crew willing to take independent sorties and not insisting on simultaneous operation with other Helicopters, in case of need and as per operational requirements of the expedition.



- 6.8 The Helicopter engines shall be switched-off if the halt at a place is anticipated for more than 10 minutes.
- 6.9 If necessary, two round trips from vessel to Indian Research Station and back by Helicopter is allowed to Service Provider to shift the essential spares, maintenance tools etc., for which the flying charges will be on Charterers account. If more than two trips are required to transport the helicopter related materials, the flying hours /period utilized, over and above the two trips, for such operations will be on Owners account.
- 6.10 Accommodation for helicopter crew on-board the Expedition vessel will be provided on twin/tri -sharing basis at par with other expedition members.
- 6.11 Summer camp accommodation with the existing facilities as provided to the Expedition members shall be extended to the Helicopter crew while at Indian Research station during the period the Helicopter are parked at the Research Base in East Antarctica.
- 6.12 The chartered expedition vessel is expected to have a hangar (approx. 14m x 10m x 5.8 m) and helideck (approx. 16 m x 16 m) with maximum take off and landing weight of 11,000 kg. The storage of Helicopters during the voyage will be in the hangar and/or one of the holds of the Expedition vessel. The essential gadgets to lower the Helicopters in to the hold and to bring them up as and when needed will have to be provided by the Owners of the Helicopters.
- 6.13 The Helicopter operations shall be essentially from shore Station in East Antarctica during the periods when the Expedition vessel is deployed for Scientific Research, away from Indian Research Station.

## **7) INSURANCE COVER:**

The Owners of the Helicopters will have to provide comprehensive insurance, covering all usual risks including Charterers personnel (liability of INR 25.00 lakhs or USD 38,500.00 per person) and the equipment (liability of INR 25.00 lakhs or USD 38,500.00 per consignment), while on-board the Helicopters or pursuant to an accident/damage/disaster because of Helicopter operations.



**8) EXPERIENCED CREW:**

Bidder shall provide licensed, qualified and experienced Pilot and engineers for helicopter for the duration of charter period.

The expected crew for the helicopter is as follows:

For Kamov or equivalent: Two Pilots holding valid flying license & necessary certificates from concerned Civil Aviation Authority with endorsement to fly the Helicopter type being offered and Three Engineers preferably holding valid flying license & necessary certificates from concerned Civil Aviation Authority with endorsement to fly the Helicopter type being offered.

The Crew should have following experience:

- 8.1 Pilot - Minimum of 2000 hours of Helicopter flying experience out of which 500 hours as the Pilot in command.
- 8.2 Must have 200 hours of flying experience in Antarctica/Arctic.
- 8.3 Must have 100 hours of flying experience with underslung loads.
- 8.4 The Aircraft maintenance Engineer must have maintenance experience of 2 years of Helicopters offered.

**9) ACCOMMODATION AND VICTUALLING OF THE CREW:**

The accommodation and victualling will be borne by the Charterers from the period from embarkation to disembarkation on to the Expedition vessel and for their period of stay at Indian Research Station, East Antarctica/field camp.

**10) COMMUNICATION FACILITY:**

Crew will have the access to communication facilities available on-board the Expedition vessel and at Indian Research Station in East Antarctica. However, the expenses towards usage time of these facilities will have to be borne by the Owners as per actual.

**11) VALID CERTIFICATES:**

The Owners should possess and carry all the necessary and essential certificates, issued from concerned Civil Aviation Authority pertaining to Helicopter, operation and the Crew during the charter period.



**12) DOWN TIME:**

The allowable Down Time for maintenance only if required shall be limited to 2 days per month during currency of flying operations in Antarctica. In the event of Owner's failure to provide Helicopter for operations beyond the specified time (allowed down time), Charterers shall not pay the charter hire charges (day rate) for such period.

**13) LIQUIDATED DAMAGES:**

Subject to fair weather conditions, in case of need if the Helicopter crew is not able to perform underslung flying operations in any sortie as and when proposed by the Expedition Leader, flying hour charges for the compensatory duration of sortie will be deducted from their invoiced amount for all such sorties. Subject to maximum of 10 % of the contract value.

**14) FUEL :**

The Charterers shall provide Aviation Turbine Fuel (Jet A1) for Helicopter operations. The Bidders should bring all the necessary filters, portable battery operated fuel pump, fuel testing kit etc. to utilize the fuel in epicoated barrels and bulk fuel tanks.

**15) ELIGIBLE BIDDERS :**

The Bidders should be the Owners of the Helicopters or their authorized agents/firms. In case of bidding by authorized agents, the authorization letter or MOU between the agent and the Owner's should be enclosed along with the offer.

**16) CURRENCY OF THE BID:**

The Indian Bidder should quote in Indian Rupees only. The foreign Bidder may quote in internationally tradable currency. The quoted foreign currency should be indicated on the quoted price bid format. Currency once quoted will not be allowed to change. The Contract Agreement shall be entered in the currency of quote.

**17) RATE OF EXCHANGE:**

The bills selling rate of internationally tradable currency as declared by State Bank of India on the date of opening of price bids shall be applied for conversion of foreign currency into Indian Rupees for the purpose of price bid Evaluation/Comparison.



**18) PAYMENT TERMS :**

- 18.1 The mobilization charges (50% of mobilization-demobilization charges) shall be released on submission of original invoice and copy of Bill of Lading / Airway bill proving the dispatch of helicopter for the port of mobilization with Expected Date of Arrival on or before 15<sup>th</sup> January 2019. (Port of Mobilization is Cape Town, South Africa for season 2018-19).
- 18.2 The demobilization charges (remaining 50% of mobilization-demobilization charges) shall be released on submission of original invoice upon redelivery of helicopter at the designated port. (Port of demobilization is Cape Town, South Africa for season 2018-19).
- 18.3 The day-hire charges shall be payable each month in advance on submission of invoice in original.
- 18.4 The flying hourly charges shall be payable at the end of each month on receipt of log entries endorsed by the Expedition Leader/Departmental Representative.

**19) SUBMISSION OF BIDS:**

Offers to be submitted to this Centre under sealed cover super-scribed "**OFFERS FOR HELICOPTERS FOR THE XXXVIII INDIAN SCIENTIFIC EXPEDITION TO ANTARCTICA**" containing **Technical and Financial bids** in two separate envelopes, super-scribed as "**TECHNICAL**" OR "**FINANCIAL**" not later than 1000 hr IST; 17-July-2018 on the following address

**Scientist-In-Charge (Antarctic Logistics),  
National Centre for Antarctic & Ocean Research,  
(Ministry of Earth Sciences, Govt. of India)  
Headland Sada, Vasco-da-Gama, Goa – 403 804 INDIA.**

**20) CHARTER PARTY AGREEMENT**

An Agreement will be entered with the successful Bidder on finalization of the offer, covering the terms and conditions enumerated above.



**ANNEXURE – II**

**INSTRUCTIONS TO BIDDERS**

1. Kindly go through the enclosed NIT and Bid documents before submission of bids.
2. Ensure that all documents including the supporting technical literature of the Helicopter offered are submitted in English language.
3. Ensure that the bids are submitted under the “*Two Bid System*” failing which offer will be rejected.
4. Ensure that the “*Technical Bid Envelope No. 1*” contains the following:
  - (a). Details of the Helicopter
  - (b). Tender Acceptance Form as per Annexure-III duly endorsed and accepted
  - (c). Compliance Statement duly endorsed and accepted as per Annexure-IV
  - (d). Bid Bond of requisite value and validity as per Annexure VI
  - (e). The format (Annexure-IX) in which the Financial bid has been submitted without indicating the prices.
  - (f). Duly Signed (each page) Integrity Pact.
5. Ensure that the “*Financial Bid Envelope No. 2*” contains the price format as per Annexure-IX.
6. Non-furnishing of the required information by any Bidder may result in rejection of the bid.
7. Ensure that your bid reaches NCAOR, Goa before 1000 hr. IST on or before **Tuesday, 17-July-2018**. The bids received after the closing date and time of the tender will not be considered.
8. Ensure that each page of the tender and Bid Evaluation Criteria (BEC) are signed by the Bidder and returned in original to this office along with the bid.
9. NCAOR will not be responsible for the loss of tender form or for the delay in postal transit.



10. The complete bid including the prices must be written by the Bidders in Ink. Bids and/or prices written in pencil will be rejected.
11. Currency of quote (Indian Rupees for Indian Bidders OR in case of foreign Bidders any internationally tradable currency) should be indicated on the quoted price bid format (**Annexure-IX**) else the quotation will be rejected. Currency once quoted will not be allowed to change. The Contract Agreement shall be entered in the currency of quote.
12. Central Govt. Departments and Public Sector Undertakings are exempted from furnishing of Bid Bond. Any policy decision of the Government of India as regards the price preference for Public Sector Undertakings which may come into force during and until the period of finalization will be applicable.
13. Bid Bond shall be forfeited by the Bidder in the following events:-
  - a). If the tender is withdrawn during the validity period or any extension thereof.
  - b). If the tender is altered or modified in a manner not acceptable to NCAOR during the validity period or any extension of the validity duly agreed by the Bidder or after issue of Letter of Intent (LOI) by the NCAOR.
  - c). If a Bidder whose tender has been accepted fails to furnish Security Deposit/Delivery cum Performance Bank Guarantee within 15 days before the expiry of Bank Guarantee period for Bid bond.
14. Bid Bond of unsuccessful Bidders will be returned after finalization of the tender. Bid Bond of successful Bidder will be returned on receipt of Security Deposit/Delivery cum Performance Bond.
15. Tender document is available for download at the website <http://ncaor.gov.in>.
16. Any clarification required by the Bidder can be sought through email ([logistics@ncaor.gov.in](mailto:logistics@ncaor.gov.in)) 10 days before the due date of submission of bids.
17. In case certain clarifications are sought by NCAOR after opening of tenders, the reply of the Bidder should be restricted only to the clarifications sought.



**ANNEXURE – III**

**TENDER ACCEPTANCE FORM**

To: **THE NATIONAL CENTRE FOR ANTARCTIC AND OCEAN  
RESEARCH  
Headland Sada, Goa-403 804, India**

1. Having examined the Tender Document dated \_\_\_\_\_ all the Annexures for the performance of the Services tendered for, we, the undersigned, hereby offer to perform the Services in conformity with all the Conditions set out in the Tender Document.
2. We agree to abide by this Tender for a period of 90 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. We understand that NCAOR is not bound to accept the lowest or any Tender received.

Signature.....

Name.....

For and on behalf of

.....  
.....  
.....

Duly authorized to sign Tenders for and on behalf of the Bidder

.....

Date:.....



**ANNEXURE – IV**

**COMPLIANCE STATEMENT**

The bids not fulfilling any of the following criteria shall be rejected:

S. No.	Condition	Complied (Yes/ No)	Remarks, if any
1	Submission of bids in “Two Bid System”		
2	Submission of Bid Bond along with Technical Bid.		
3	Unconditional validity of bid for 90 days from the closing date of the tender.		
4	Acceptance of liquidated damage clause.		
5	Acceptance of submission of Security/Delivery cum Performance Bank Guarantee for execution of contract for a sum equivalent to 5 % of contract value for one Expedition, in case of award of contract to the Bidder.		
6	In the event of the agreement being extended with mutual consent for second and / or third successive seasons being 2019-20 and / or 2020-21 respectively the Bidder accepts to extend Security/Delivery cum Performance Bank Guarantee or submit a fresh before the expiry of the earlier.		
7	Offers should be in original copy duly signed by the authorised representative on each page.		
8	The Bidders should furnish the documents establishing their eligibility as well as their acceptance to render		



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	the services on the terms and conditions mentioned in the Tender Documents.		
9	The details of the crew as per Clause No. 8 of Tender document shall be submitted along with the bid and proof of the same shall be enclosed with bid.		
10	Every helicopters shall be fitted with the following equipments: (i) Emergency Flotation Equipment/Gear. (ii) Crew Survival Packs. (iii) Underslung Lifting Equipment, including Nets, hooks etc. (iv) Emergency Locator Beacons. (v) Automatic Direction Finder (ADF). (vi) Radar Altimeter. (vii) HF Radio. (viii) VHF Aeronautical Radios. (ix) Marine VHF Communications. (x) Global Positioning System. (xi) Auxiliary Fuel Filter. (xii) Locker Mounted Portable battery operated Refueling Pump.		
11	Duly signed (each page) integrity pact		

Signature.....

Name.....

For and on behalf of

.....  
 .....

Duly authorized to sign Tenders for and on behalf of the Bidder

.....

Date:.....



**ANNEXURE V**

**SPECIFICATIONS TO BE SUBMITTED WITH TECHNICAL BID**

The Bidders are advised to give necessary information required by respective point along with documentary support therefore as proof.

1. Name of Bidder
2. Validity of Bid
3. Validity of Bid Bond
4. Amount of Bid Bond
5. Details of Helicopters with photographs:

<b>S. No.</b>	<b>Helicopter details</b>	<b>Kamov 32 or equivalent</b>
1.	Make/Model of Helicopter	
2.	Range	
3.	Endurance	
4.	Seating Capacity	
5.	Cruise speed	
6.	Fuel consumption (average per hour at optimum cruising speed)	
7.	Maximum take-off weight in Kg	
8.	Pay-load and underslung load in Kg	



9.	Call Sign/Registration No.	
10.	Year of Manufacture	
11.	Mobilization time required at Cape Town, South Africa.	
12.	Bidder's total fleet	
13.	Past experience in Antarctica/Arctic	
14.	Bidder's operational safety record.	
15.	Insurance details.	
16.	Details of Pilots, Engineer and the total strength of the crew as per Clause-8 of Tender Document.	
17.	Conformation on availability of equipment listed at Point-10 of Annexure-IV	

**Note:** Technical Specifications of the Helicopters from the manufacturers to be enclosed.

Signature.....

Name.....

For and on behalf of

.....  
.....

Duly authorized to sign Tenders for and on behalf of the Bidder

.....

Date:.....



**ANNEXURE VI**

**PROFORMA OF BANK GUARANTEE TOWARDS BID BOND**  
(TO BE SUBMITTED WITH TECHNICAL BID)

To

**National Centre for Antarctic & Ocean Research**

(Ministry of Earth Sciences, Govt. of India)

Headland Sada, Vasco-da-Gama,

Goa – 403 804. (INDIA)

Dear Sir,

Whereas, National Centre for Antarctic & Ocean Research having its registered office at Headland Sada, Vasco-da-Gama, Goa – 403 804. INDIA (which expression shall unless repugnant to context or meaning thereof, including all its successors, administrators, executors and assignees) has floated a tender enquiry for Charter hire of One Helicopter Kamov 32 or equivalent and M/s. \_\_\_\_\_ having registered \_\_\_\_\_ office at \_\_\_\_\_

(hereinafter called the Bidder which expression shall, unless repugnant context or meaning thereof, mean and include all its successors, administrators, executors and assignees) are submitting a Tender Reference No. NCAOR/14(104)/18 (hereinafter referred to as Tenderer) and Bidder having agreed to furnish an unconditional and Irrevocable Bank Guarantee of **INR 16,00,000.00 /US \$ 24,000.00** (Indian Rupees Sixteen Lakhs only / US Dollars Twenty Four Thousand only) for the due performance of Bidders obligations as contained in the terms of the Notice Inviting Tenders,



Instructions to Bidder and other terms and conditions contained in tender documents especially the condition that Bidder shall keep his tender open for a period of 90 days (after Tuesday, **17 July 2018**) or as extended from time to time and shall not withdraw or modify it to which the Bidder has given absolute and unconditional acceptance and undertaking and is bound without any reservations as to any matter or thing whatsoever on such acceptance. NCAOR has agreed to sell the tender documents and examine and consider the tender submitted by the Bidder which forms an initial contract between the parties, separate and distinct from one that may come into existence in case tender of the Bidder is accepted by the NCAOR.

2. Therefore, we \_\_\_\_\_ a bank registered under the laws of \_\_\_\_\_ having head/ \_\_\_\_\_ registered \_\_\_\_\_ office \_\_\_\_\_ at

\_\_\_\_\_ (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing in INR/US \$ \_\_\_\_\_ or in such convertible currency as acceptable to the NCAOR any or all money to the extent of Indian Rupees/US Dollars \_\_\_\_\_ only at any time without any demur, reservations, recourse, context or protest and/or without any reference to the Bidder and any such demand made by the NCAOR on the Bank shall be conclusive and binding notwithstanding any difference between the NCAOR and the Bidder or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever. We also agree that guarantee herein contained shall be irrevocable unless it is



invoked, earlier by the NCAOR in writing. The guarantee shall not be determined/discharged/affected by the liquidated, winding-up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.

3. The Bank also undertakes that the NCAOR at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Bidder.

4. The Bank further agree that as between the Bank and the NCAOR for the purpose this guarantee any notice for the breach of any of the conditions contained in invitation for tender instructions to Bidders and other terms and conditions contained in the tender form especially Bidder's undertaking that he shall keep his tender open and shall not change it during the validity period or extended period, given to the bank by the NCAOR shall be conclusive and binding on us without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of NCAOR or that of the Bidder. We also undertake not to revoke in any case this Guarantee during its currency.

5. The Bank further agree that NCAOR shall have the fullest liberty without affecting in any manner our obligation and without reference to us vary any of the terms and conditions of the tender, instructions to Bidders and other terms and conditions contained in the tender and that shall not be released from our liability under the guarantee by reason of any such variation by NCAOR.



6. We also agree that this guarantee shall be governed construed in accordance with Indian Laws subject to exclusive jurisdiction of Indian Courts.

7. Notwithstanding anything contained herein above, our liability under this guarantee is limited to INR/US \$ \_\_\_\_\_ (Indian Rupees/US Dollars \_\_\_\_\_) in aggregate and it shall remain in full force upto and including 30 days after \_\_\_\_\_ (last date of the validity period) unless extended further from time to time, for such period as may be instructed in writing by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given, in which case it shall remain in full force upto and including 30 days after the extended date. Any claim under this guarantee must be received by us from last date of the validity period or before the expiry of 30 days from the extended date, if any, if no such claim has been received by us within the 30 days after the said date/extended date, the NCAOR's right under this guarantee will cease. However, if such a claim has been received by us within and upto 30 days after the said date/extended date, all the NCAOR's right under this guarantee will cease. However, if such a claim has been received by us within and upto sixty days after the said date/extended date, all the NCAOR's right under this guarantee shall be valid and shall not cease. In case Bidder (hereinafter called "Contractor") becomes successful Bidder, i.e. his tender is accepted the validity of this Bank Guarantee will automatically be extended until the Contractor furnishes to the NCAOR a Bank Guarantee for an amount equivalent to 5% of the one Expedition season contract price towards Delivery cum performance guarantee for delivery of one numbers of Helicopters and satisfactory performance of the Contract. In case of failure to furnish the Delivery cum performance Bank Guarantee the claim must be submitted to us within 90



days after last date of validity period or extended period. If no such claim has been received by us within 90 days after the said date/extended date, the NCAOR's right under this guarantee will cease. However, if such claim has been received by us within and upto 90 days after the said date/extended date, all the NCAOR's right under this guarantee shall be valid and shall not cease.

The Bank confirms that this Guarantee has been issued with observance of the appropriate exchange-control rules and regulations of the country.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018 at \_\_\_\_\_.

Witness:

Signature:

Signature

(Full name in capital letters)

Designation with Bank stamp  
Attorney as per Power Attorney

(Full name in Capital letter)  
Official address:

Date: \_\_\_\_\_



**ANNEXURE VII**

**PROFORMA FOR BANK GUARANTEE FOR DELIVERY CUM  
PERFORMANCE BOND**

Ref:

Bank Guarantee No.

\_\_\_\_\_

Date \_\_\_\_\_

To

**National Centre for Antarctic & Ocean Research**

(Ministry of Earth Sciences, Govt. of India)

Headland Sada, Vasco-da-Gama,

Goa – 403 804. (INDIA)

Dear Sir,

In consideration of National Centre for Antarctic & Ocean Research having its registered office at Headland Sada, Vasco-da-Gama, Goa – 403 804 INDIA (hereinafter referred to as “THE NCAOR”) which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns and having entered into a Contract/Notification of Award of Contract dated \_\_\_\_\_ (hereinafter called “THE CONTRACT”) which expression shall include all the amendments thereto with M/s. \_\_\_\_\_ having its Head/Registered Office at \_\_\_\_\_ (hereinafter referred to as “THE CONTRACTOR”) which expression shall unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns and the contract having been unequivocally accepted by the Contractor resulting in a contract for an estimated value at INR./US \$ \_\_\_\_\_ (Indian Rupees/US Dollars \_\_\_\_\_) for one Expedition season Contract for



Charter hire of One/Two Nos. Helicopter(s) (scope of work) \_\_\_\_\_ and the NCAOR having agreed that the Contractor shall furnish to the NCAOR Delivery cum Performance Guarantee for the delivery of one/two numbers of Helicopters as well as faithful performance of the entire contract to the extent of 5% of the one EXPEDITION SEASON value of the contract i.e. INR./US \$ \_\_\_\_\_. We (Bank) \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as “THE BANK” (which expression shall unless repugnant to the context or meaning thereof, include all the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay on demand to the NCAOR any money or all monies to the extent of INR./US \$ \_\_\_\_\_ (Rupees/US Dollars \_\_\_\_\_) in aggregate on breach of contract by the contractor at any time without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the NCAOR on the Bank shall be conclusive and binding notwithstanding any difference between the Charterer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrators or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the NCAOR in writing.

2. The NCAOR shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time, to extend the time for performance of the Contract by the Contractor or NCAOR & Contractor may mutually vary the terms of the Contract. The NCAOR shall have the fullest liberty, without affecting this Guarantee to postpone, from time to time exercise power vested in them or of any right which they might



have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forebear to enforce any covenants contained or implied in the Contract between the NCAOR and the Contractor or any other course of remedy or security available to NCAOR. The Bank shall not be released of its obligations under these presents by any exercise by the NCAOR of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of NCAOR or omission on the part of the NCAOR or other matter of thing whatsoever which under law would, but for this provisions have the effect of relieving the Bank.

3. The Bank also agrees that the NCAOR to its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that NCAOR may have in relation to the Contractor's liabilities.

4. NCAOR shall have the unqualified option to operate this Bank Guarantee to recover Liquidated Damages as liable under the contract. In that case the Bank Guarantee amount shall thereupon be increased to the original amount by the Contractor or Contractor may alternatively submit Liquidated Damages recovered by NCAOR.

5. The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the Contract and it shall continue to be enforceable till all the dues of the NCAOR under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till the NCAOR discharges the guarantee in writing.



6. We further agree that as between us and NCAOR for the purpose of this Guarantee any notice given to us by the NCAOR that the money is payable by the Contractor and any amount claimed in such notice by the NCAOR shall be conclusive and binding on us notwithstanding any difference between the NCAOR and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our constitution or that of the Contractor. We also undertake not to revoke this Guarantee during its currency.

7. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to INR./US \$ \_\_\_\_\_ (Indian Rupees/US Dollars \_\_\_\_\_) in aggregate and it shall remain in full force up to and including sixty days after \_\_\_\_\_ unless extended further, from time to time for such period as may be instructed in writing by M/s. \_\_\_\_\_ whose behalf this Guarantee has been given in which case it shall remain in full force upto and including sixty (60) days after the extended date. Any claim under this Guarantee must be received by us before the expiry of sixty (60) days from \_\_\_\_\_ or before the expiry of 60 days from the extended date, if no such claim have been received by us within the sixty (60) days after the said date/extended date, the NCAOR's right under this Guarantee will cease. However, if such a claim has been received by us within and upto sixty (60) days after the said date/extended date, all the NCAOR's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim.



*Tender Document For Chartering Of Helicopters -  
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The Bank confirms that this Guarantee has been issued with observance of the appropriate exchange control rules and regulation of the country.

8. We agree that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the Exclusive Jurisdiction of Indian Court. The Bank also agrees that courts in New Delhi shall have exclusive jurisdiction.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2018 at \_\_\_\_\_

WITNESS:

(SIGNATURE)  
NAME

OFFICIAL ADDRESS

SIGNATURE: \_\_\_\_\_  
NAME & DESIGNATION WITH  
BANK STAMP



**ANNEXURE - VIII**

**Unpriced Bid Format**

For evaluation of bids closing market rate of Foreign exchange (B.C. Selling) as declared by SBI on the day of opening of Price bids. Bids shall be evaluated in equivalent Indian Rupees.

<b>Sl. No</b>	<b>Description</b>	<b>Unit</b>	<b>Rate per unit</b> (Indian Rupees OR Any Internationally tradable currency-to be specified)	<b>Total</b> (Indian Rupees OR Any Internationally tradable currency-to be specified)
1.	Mobilization and De-Mobilization (Lump sum) for one Helicopter at Cape Town, South Africa	Lump sum	Do not write here	Do not write here
2.	Day rate x 100 days	Days	Do not write here	Do not write here
3.	Flying hourly charges x 60 Hours	Hours	Do not write here	Do not write here
4.	Loading in respect of any other criteria	Lump sum	Do not write here	Do not write here
5.	Any other charges indicated by the Bidders.	Lump sum	Do not write here	Do not write here
<b>GRAND TOTAL</b>				Do not write here
<b><u>The grand total will decide the lowest Bidder.</u></b>				



**Annexure- IX**

**PRICE FORMAT**  
**(Financial Bid – in separate envelope)**

The Quotes should be submitted in the following format:

- *Indian Bidders should quote in Indian Rupees only*
- *For foreign Bidders, Price Bid without mentioning the appropriate internationally tradable currency will be rejected*
- *Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices.*

**A**

<b>S. No</b>	<b>Description</b>	<b>Unit</b>	<b>Rate per unit (Rate in ..... (Indicate appropriate currency of quote))</b>	<b>Total (In ..... ..... (Indicate appropriate currency of quote))</b>
1.	Mobilization and De-Mobilization (Lumpsum) for one Helicopter at Cape Town, South Africa	Lumpsum		
2.	Day rate x 100 days	Days		
3.	Flying hourly charges x 60 Hours	Hours		
4.	Loading in respect of any other criteria	Lumpsum		
5.	Any other charges indicated by the Bidders.	Lumpsum		
<b>GRAND TOTAL</b> <b><u>(The grand total will decide the lowest Bidder)</u></b>				



*Tender Document For Chartering Of Helicopters -  
XXXVIII Indian Scientific Expedition to Antarctica*

**B**

<b>S. No</b>	<b>Description</b>	<b>Unit</b>	<b>Rate per unit (Rate in ..... ..... (Indicate appropriate currency of quote))</b>	<b>Total (In ..... ..... (Indicate appropriate currency of quote))</b>
1.	Mobilization and De-Mobilization for one Helicopter at Port Luis, Mauritius	Lumpsum		
2.	Mobilization and De-Mobilization for one Helicopter at Goa, India	Lumpsum		

**(Bidders Signature & the Seal  
of the Company / Agency)**



**Annexure X**

INTEGRITY PACT

1. General

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2018, between, on one hand, the Director, National Centre for Antarctic & Ocean Research, Headland Sada, Goa, India (hereinafter called the “PRINCIPAL” expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part \_\_\_\_\_ represented by Mr. \_\_\_\_\_, Director, (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL enters into an agreement (hereinafter called the ‘CONTRACT’) with the CONTRACTOR to provide helicopter support to the Indian Scientific Expedition to Antarctica (herein after called the ‘Charter Party’ which expression shall mean and include, unless context otherwise requires) as per the details of the CONTRACT.

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is an autonomous R&D institute under Ministry of Earth Sciences, Government of India performing its functions in oceanographic and polar research.

NOW, THEREFORE,

To avoid all forms of corruptions by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-



Enabling the PRINCIPAL to obtain the 'Charter Party' at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures:

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

2. Commitments of the PRINCIPAL

- 2.1 The Charterers undertakes that no official of the PRINCIPAL, connected directly or indirectly with the CONTRACT, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the CONTRACT in exchange for an advantage in the contracting or implementation process related to the CONTRACT.
- 2.2 All the officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.3 In case any such preceding misconduct on the part of such official(s) is reported by the CONTRACTOR to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.



3. Commitments of BIDDER

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the CONTRACT in exchange for any advantage in contracting and implementation of the CONTRACT.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the CONTRACT or forbearing to do or having done any act in relation to the obtaining or execution of the CONTRACT or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the CONTRACT or any other contract with the Government.
- 3.3 BIDDER shall disclose the name and address of agents and representatives in India.
- 3.4 BIDDER shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this CONTRACT.
- 3.5 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer / integrator / aviation service provider and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of



the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or comp BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the OWNER or their family members, agents, brokers or any other intermediaries in connection with the CONTRACT and the details of services agreed upon for such payments.

- 3.6 The BIDDER will not collude with other parties to impair the transparency, fairness and progress of the contracting and implementation of the CONTRACT.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for the purposes of competition or personal gain, or pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.



4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Performance Security Bond

5.1 The BIDDER shall submit a Performance Security Bond equivalent to 5% of the CONTRACT value within 15 days of Letter of Intent / signing the CONTRACT

5.2 The Performance Bond shall be valid for a period of 60 days beyond the date of completion of all contractual obligations including Warranty Period and be suitably extended as requested by PRINCIPAL as per the CONTRACT.

5.3 A clause would also be incorporated in the Article pertaining to Performance Bond in the CONTRACT that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to the forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Performance Bond for the period of its currency.

6. Sanctions for Violations



- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-
- 6.1.1 To immediately call off the CONTRACT without assigning any reason or giving any compensation to the BIDDER.
- 6.1.2 Forfeiture of the Performance Security Bond either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- 6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4 To recover all sums already paid by the PRINCIPAL, with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
- 6.1.6 To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 6.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for minimum period of five years, which may be further extended at the discretion of the CHARTERER.
- 6.1.8 To recover all sums paid in violation of this pact by BIDDER(s) to any middleman or agent or broker with a view to securing the CONTRACT.



- 6.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by PRINCIPAL with the BIDDER, the same shall not be opened.
- 6.1.10 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.10 of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BUILDE can approach the Independent Monitor(s) appointed for the purposes of this Pact.
7. Fall Clause
- 7.1 The BIDDER undertakes that it has not provided / is not providing similar Air Support Services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems/ services or sub systems/ services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the different in the cost would be refunded by the BIDDER to the PRINCIPAL, if the CONTRACT has already been concluded.
8. Independent Monitors



- 8.1 The PRINCIPAL has appointed following two Independent Monitors (hereinafter referred to as Monitors) through Ministry of Earth Sciences:
- (A) Mr Arun Kumar  
(Ex-Secretary, Oil Industry Development Board (OIDB),  
B-38, Vrindavan Apartment, Plot No.1, Sector-6, Dwarka,  
NEW DELHI – 110 075. INDIA.  
Email: kumararun\_53@rediffmail.com  
Mobile: 0091-9810621113
- (B) Mr Shushil Gupta  
Ex-Chairman, Central Ground Water Board (CGWB),  
No. B-702, Aravali Heights, Sector 21C,  
FARIDABAD – 121 001. INDIA.  
Email: sushilanitagupta@yahoo.com  
Mobile: 0091-9999744061
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.
- 8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub BIDDERS. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub BIDDERS with confidentiality.
- 8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings



could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

- 8.8 The Monitor will submit a written report to the designated Authority of PRINCIPAL / Secretary in the Ministry within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the CONTRACT to the satisfaction of both the PRINCIPAL and the BIDDER, including warranty period, whichever is later. In case Bidder is unsuccessful, this integrity pact shall expire after 6 months from the date of the signing of contract.



*Tender Document For Chartering Of Helicopters -  
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12.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at Vasco-da-Gama on \_\_\_\_\_ 2018.

SIGNED:	
CHARTERER For and on behalf of the CHARTERER  National Centre for Antarctic & Ocean Research  Name: Title:	BIDDER For and on behalf of the BIDDER    Name: Title: DIRECTOR
Witness:	
1. _____	1. _____



**Annexure XI**

**NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH**

(Ministry of Earth Sciences, Govt. of India)

Headland Sada, Vasco-da-Gama, Goa – 403 804. INDIA

Phone: 0091-832 – 2525520/2520876

Fax: 0091-832-2520877

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**GLOBAL TENDER**

**Tender No: NCAOR/14(104)/18**

Director, National Centre for Antarctic & Ocean Research (NCAOR), an Autonomous Institute under the Ministry of Earth Sciences invites Global Tender under Two-Bid System (Part I – Technical Bid and Part II – Financial Bid) for chartering one Helicopter along with well experienced crew from the reputed firms/authorized dealers with sound Technical and Financial capabilities to provide Aviation support to the XXXVIII Indian Antarctic Expedition team at Antarctica during the forthcoming Antarctic Summer Season, 2018-19 and up to two in subsequent seasons 2019-20 and 2020-21 depending upon the requirement and performance.

**1) TYPE OF HELICOPTERS:**

One Helicopter with minimum specifications and performance given as under-

One number of KAMOV 32 or equivalent in respect of range, endurance, seating capacity (3+10), speed, fuel consumption, take-off weight, payload, underslung load carrying capacity (min 5000 kg) etc. and certified for civil aviation usages.



2) **SCHEDULE FOR SUBMISSION OF TENDER DOCUMENT**

- a). Tender Document:  
Bidder's can download tender document from NCAOR website of [www.ncaor.gov.in](http://www.ncaor.gov.in).
- b). The Document submitted without requisite Bid Bond or Demand Draft of Bid Bond amount favoring **Director, NCAOR** payable at **Vasco-da-Gama, Goa, India** will be summarily rejected.
- c). Last Date/Time for Submission : Thu, **17-July-2018** /  
1000 Hr IST.
- f). Opening of Tenders (Technical Bid only) : Thu, **17-July-2018** /  
1100 Hr IST.
- 3) Central Govt. Departments and Public Sector Undertakings are exempted from furnishing of Bid Bond. Any policy decision of the Government of India as regards the price preference for Public Sector Undertakings which may come into force during and until the period of finalization will be applicable.
- 4) NCAOR will not be responsible for delay, loss or non-receipt of application or Tender Document sent by post/courier and will not entertain any correspondence in this regard. Tenders by Telex/Telegram/Fax/E-mail will not be accepted.
- 5) NCAOR reserves the right to reject any or all Tenders without assigning any reasons thereof.

**Scientist In-charge (Antarctic Logistics)**  
NCAOR